



*Agreement between
The Board of Education City of Elizabeth
& The Elizabeth Education Association*

CUSTODIANS, DRIVERS
&
BUS ATTENDANTS

JULY 1, 2009 - JUNE 30, 2012

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PREAMBLE

Agreement entered into this day of _____, 2010 between the ELIZABETH EDUCATION ASSOCIATION, hereinafter referred to as the "Association" and the ELIZABETH BOARD OF EDUCATION, Elizabeth, New Jersey, hereinafter referred to as the "Employer".

The effective date of this Agreement is July 1, 2009 through June 30, 2012.

The Employer and the Association agree as follows:

ARTICLE I RECOGNITION

A. The Employer recognizes the ELIZABETH EDUCATION ASSOCIATION as the sole and exclusive bargaining agency for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

B. The provisions of the Agreement shall apply to all Head Custodians, Fireman-Custodians, Custodians without seal, Custodians/Utility, Groundskeepers, Matrons, Engineers, General Repairmen, Truck Drivers, Laborer Bus Drivers-Utility persons, Multi-Purpose Bus Attendants (8 hours) and Bus Attendants employed by the Employer but excluding all Substitute Personnel, Office Clerical, Craft, and Professional Employees, Policeman, Managerial Executives and Supervisors within the meaning of the Act.

ARTICLE II SUCCESSOR EMPLOYERS

This Agreement shall be binding upon the parties hereto, their successors, administrators and assigns.

ARTICLE III DUES CHECK-OFF

A. The Employer agrees that it will, in two (2) equal amounts in each month, deduct the Association dues from the pay for each employee and transmit the same with a list of such employees to the Elizabeth Education Association within ten (10) days after the dues are deducted.

B. The Association agrees to furnish written authorization, in accordance with Law, from each employee authorizing these deductions.

C. The Association will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

D. 1. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the association to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The Employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry in to the employment unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by the Elizabeth Education Association and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

E. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability and shall intervene in and defend any administrative or court litigation instituted against the Board that arises out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. In any such litigation, the Board shall have no obligation to defend actions arising under the article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE IV INSPECTION PRIVILEGES

A. An authorized representative of the Elizabeth Education Association shall have access to the Employer's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and permission for such access has been granted by the Business Administrator for his/her presence.

ARTICLE V REPRESENTATIVES

A. The Employer recognizes the right of the Elizabeth Education Association to designate one (1) representative and four (4) alternate representatives.

B. The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of messages and information which shall originate with, and be authorized by the Elizabeth Education Association or its officers, provided such messages and information:

a. have been reduced to writing, or

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's businesses.

C. The representative and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

D. The Employer recognizes these limitations upon the authority of the representative and alternates, and shall not hold the Association liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the representative or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

E. The representative shall be permitted to investigate, present, and process grievances. The foregoing shall not be conducted during working hours unless prior permission has been obtained from the Business Administrator and such permission shall not be unreasonably withheld. Any time spent in handling grievances during scheduled working hours shall be considered time worked.

ARTICLE VI MANAGEMENT RIGHTS

A. The Association recognizes that the Board of Education may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. The Board of Education, subject only to the language of this Agreement, reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:

- a. to direct employees of the school district;
- b. to hire, assign, promote, transfer and retain employees covered by this Agreement, within the school district or to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duties because of lack of work, lack of cooperation or initiative, or other legitimate reasons;
- d. to maintain the efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to accomplish the mission of the school district in any situation.

C. Nothing herein shall alter or deprive any employee of rights guaranteed to him/her by Federal or State Law and all rights enumerated in this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper, or unjust application, interpretation or violation of Board Policy, this Agreement or any administrative decision, except that the term "grievance" shall not apply to:

a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

b. A complaint of a non-tenured employee which arises by reason of his/her not being reemployed; or

c. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

2. A grievance to be considered under this procedure must be initiated by the grievant [the employee(s) or the Association] within twenty (20) work days from the time when the grievant knew or should have known of its occurrence.

B. PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision. The parties may mutually agree in writing to extend or contract any time limitation set forth in this Article.

(b.) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. The grievant shall file a written grievance with his/her immediate supervisor or department head, as the case may be, within twenty (20) work days (as defined in section A.2. of this Article). The written grievance must specify the following: (a) the date the grievance occurred; (b) the nature of the grievance, including the Board Policy, administrative decision and/or Article(s) and section(s) of this Agreement giving rise to the grievance; (c) the nature and extent of any claimed injury, loss, or inconvenience. The immediate supervisor or department head, as the case may be, shall provide the grievant with a written answer to the grievance within five (5) work days from the date the written grievance was received.

3. The employee grievant, no later than five (5) work days after receipt of the decision of his/her immediate supervisor or department head, may appeal the decision of the Director Plant, Property and Equipment. The appeal must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.

The Director shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days from receipt of the appeal. The Director shall communicate his/her decision in writing to the employee grievant, to the association, and to the immediate supervisor or department head, as the case may be.

4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after receipt of the Director's decision, may request a review by the Secretary-School Business Administrator. The request shall be in writing and shall attach the grievance, the answers thereto and a statement setting forth the reason(s) why the grievant is dissatisfied with the answer of the Director. Within five (5) work days after receipt of the request for review, the Secretary-School Business Administrator shall discuss the grievance with the employee grievant together with the Association President (or designee) and a written decision shall be given to all interested parties within five (5) work days from the date of the meeting.

5. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Secretary-School Business Administrator's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

6. Arbitration

a. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Secretary-School Business Administrator, within twenty (20) work days from the date of receipt of the Secretary-School Business Administrator's decision or, if not timely received, within twenty (20) work days from the date it should have been received. The arbitration shall be conducted under the rules and regulations of PERC then in effect.

The Board and the Association shall agree upon an arbitrator for the purpose of holding scheduled arbitral hearings during the months of November, February and May. Grievances to be heard shall be mutually agreed to by the authorized representatives of the Board and the Association. Hearings shall be timely cancelled in the absence of any agreement as to grievances. This provision to take effect July 1, 2006. Grievances not heard via this provision shall be subject to the procedures of Article VII of this agreement.

b. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and the Association. The arbitrator can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement wherein the arbitrator's decision shall be final and binding on both parties.

c. Rights of an Employee to Representation

1. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Secretary-School Business Administrator, or at any later level, be notified by the Secretary-School Business Administrator that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her grievance.

C. COSTS

1. Each party shall bear their own costs incurred in the grievance/arbitration procedure.

2. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

D. CLASS GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Secretary-School Business Administrator's level of the grievance procedure set forth in this Article. The Association may process such grievance through all levels of the grievance procedure.

ARTICLE VIII EMPLOYEE RIGHTS AS TO DISCIPLINE

A. No employee shall be disciplined except for just cause. Any such discipline shall be subject to the grievance procedure of this Agreement. This section shall not apply to permanent Bus Attendants until the completion of a thirty (30) work day probationary period.

B. The Association shall have the right to appeal a suspension and discharge at the Business Administrator's level of the Grievance Procedure.

ARTICLE IX SEPARATION OF EMPLOYMENT

A. Upon discharge the Employer shall pay all money, including pro rata vacation pay (where applicable) due to the employee.

B. Upon voluntary termination, the employee shall give written notice to the Director of Plant, Property and Equipment with a copy to the Business Administrator's office, ten 10 working days prior to the effective date of termination. The employer shall pay all money due the employee, including pro rata vacation pay (where applicable), in the next pay period following such notice period.

C. Failure to report to work for five (5) consecutive work days without notice to the Employer will be considered a voluntary termination, unless a reasonable excuse is presented to and accepted by the Secretary-School Business Administrator, which determination shall not be arbitrary or capricious.

ARTICLE X ASSOCIATION RIGHTS

A. ASSOCIATION BULLETIN BOARD

1. The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Posting by the Association on such bulletin boards are to be confined to official business of the Association and official directives of the Employer.

2. The subject matter of the posting shall be furnished to the Business Administrator for his/her review.

B. MAILBOXES

The Association shall have the right to the reasonable use of the school's mailboxes. A copy of any open material placed in the mailboxes shall be filed in the Superintendent's Office at the time of distribution. No approval shall be required.

C. Association Business

1. The President of the Association shall have a full time release schedule beginning July 1, 2001. In the event the Vice-President of the Association is not a high school teacher, the President of the Association and the Superintendent of Schools shall jointly develop the respective work schedule of such employee to provide comparable released time as provided in the foregoing provisions of the teachers' contract.

2. The Association President shall request of the Superintendent paid time for Association leaders and representatives for the purpose of conducting business of the Association and its affiliate organizations. The district may limit to thirty (30) the number of employees released at any one time for the purpose of legislative lobbying outside the district. The approval for these requests shall be within the discretion of the Superintendent or his/her designee.

3. One (1) member of the Association executive committee designated by the Association President shall have a half-time schedule for the purpose of conducting Association business.

4. Employees who need to attend to any personal and/or Association related litigation activities, including litigation-related conferences and court appearances shall be required to use personal time, vacation time or leave without pay.

D. The Association may use district facilities with the approval of the Business Administrator/Board Secretary and the Facilities Manager subject to availability and relevant Board policies.

E. When the Board receives a subpoena requesting a copy of an employee's personnel file, the Association President shall receive a copy of the subpoena prior to the release of the employee's file.

ARTICLE XI NON-DISCRIMINATION

Neither the Employer nor the Association will discriminate against any employee or those seeking employment because of race, creed, color, sex, age or national origin.

ARTICLE XII WORK ASSIGNMENTS (EXCEPT BUS ATTENDANTS)

The Employer agrees not to direct or require supervisors or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit, except in cases of emergency or for the purpose of training employees. It is clearly understood by this provision that there is no intent to deprive available employees or employees on call of wages.

ARTICLE XIII SUBCONTRACTING

If the Employer exercises its right to subcontract work, the Association shall have the right to present to the Employer other alternatives to subcontracting bargaining unit work, including cost saving measures.

ARTICLE XIV SAFETY AND PROTECTION OF EMPLOYEES

A. The Employee upon discovering an unsafe or hazardous condition will immediately tell his/her supervisor. The Supervisor will determine and advise how the work can be performed safely.

B. The Supervisor shall not direct any employee to work under unsafe or hazardous conditions.

C. The Board shall provide legal assistance for any employee who is assaulted during the course of the performance of his/her lawful duties as an employee in the school district.

D. The Board agrees that an employee shall be entitled to full salary for up to one (1) year with no deduction for sick leave or personal leave in the event of absence caused by an assault upon the employee while in the performance of his/her lawful functions on behalf of the Board of Education. The extent and causation of such disability shall be verified by the Chief Medical Inspector of the Board of Education.

E. Absences due to injuries sustained by employees as the result of a student assault as well as all other work related absences, illnesses or injuries shall be governed by the provisions of N.J.S.A. 18A: 30.2.1.

F. Employees shall immediately report cases of assault suffered by them or by students to their principal or supervisor; a copy of such report shall be forwarded to the central administration office. The reporting requirements for all incidents of assault, violence and vandalism shall be consistent with the New Jersey administrative code. The district is required to prepare forms which are completed by the employee and given to the principal. The principal is required to review the report for accuracy and notify the chief school administrator of the action taken as a result of the report.

ARTICLE XV NOTIFICATION TO THE ASSOCIATION

A. The Employer will notify the Association in writing of all promotions, demotions, permanent transfers, suspensions and discharges.

B. The Employer will notify the Association in writing prior to any layoff.

C. The Employer will provide the Association with an updated list of covered employees showing name, address, classification and Social Security number.

D. The Employer will notify the Association of additions and deletions to the payroll of covered employees as they occur.

ARTICLE XVI SENIORITY

A. Seniority shall mean a total of all periods of employment within classification covered by this Agreement, except that an employee shall lose seniority rights for any one of the following reasons:

1. Voluntary Resignation;
2. Discharge for just cause;

3. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. The Employer may require proof of illness or accident; and

4. Continuous layoff beyond recall period or reemployment outlined in this Agreement.

B. Seniority starts with the date of permanent appointment.

C. Time for temporary leave of absence without pay in excess of thirty (30) days shall not be included in credited service time for the purpose of seniority.

D. Effective July 1, 1988, employees who achieve three (3) consecutive years of employment shall be appointed for an unfixed term and shall acquire tenure in accordance with N.J.S.A. 18A:17-3. This provision shall not be retroactive and shall not apply to bus attendants.

ARTICLE XVII LAYOFFS AND RECALL

A. The Employer may reduce the work force. In such event, the following procedure set forth in B and C of this Article shall apply:

B. CUSTODIAL, MULTI-PURPOSE BUS ATTENDANTS, AND DRIVER EMPLOYEES

1. Employees shall be laid off in the order of least total employment seniority regardless of classification, provided the employee can qualify for open positions. For purposes of preserving jobs during layoff, the Employer shall guarantee at least one third (1/3) of the existing positions in all classifications, other than the Head Janitor classification, to be maintained as not requiring a firemen's license.

2. Notice of such layoff will be given at least one (1) month before the scheduled layoff.

3. A laid off employee shall have preference for reemployment for a period of life provided the recalled employee is mentally and physically able to perform the job. Employees hired after July 1, 2000 shall enjoy a maximum of five (5) years on a recall list. If an individual is recalled to employment at the Board and declines an offer of reemployment, said individual shall be removed from the recall list. A dispute on the application of the layoff/recall provision shall be subject to expedited arbitration before a mutually selected arbitrator, and the arbitrator shall not have the authority to award back pay but shall be limited in authority to ordering a different employee to be recalled or placed on layoff. Current custodians shall be grandfathered for a life recall provision.

4. The Employer shall rehire laid off employees in the order of greatest employment seniority provided the employee can qualify for the open positions. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term of preference for reemployment who is ready, willing, and able to be reemployed.

5. Notice of reemployment to any employee who has been laid off shall be made by registered or certified mail to the last known address of such employees.

C. BUS ATTENDANTS

1. LAYOFF: An employee with the least seniority in the classification of bus attendants shall be laid off before an employee with more seniority in that classification.

2. RECALL:

a. Whenever vacancies occur which the Employer intends to fill, the Employer shall reemploy laid off employees in the order of the greatest seniority as a bus attendant, provided such employee is mentally and physically able to perform the job. Under no circumstances shall the Employer hire from the open labor market while any employee on layoff has seniority as bus attendant.

b. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. NOTE: A joint committee shall be formed to develop the RIF/Recall language for all employees agreed to in the previous settlement.

ARTICLE XVIII POST AND BID PROCEDURES (EXCEPT BUS ATTENDANTS)

A. The Employer agrees to offer the opportunity to fill all job vacancies from within the bargaining unit before hiring new employees.

B. The Employer shall post all promotional vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall remain posted on all bulletin boards for eleven (11) working days. During the months of July and August the notice of vacancy shall remain posted on all bulletin boards for sixteen (16) working days.

C. Requests for lateral transfer will be considered. Whenever an opening occurs in a particular job classification, the employee(s) within said job classification may request a transfer within that job classification. When more than one (1) employee requests such a transfer, consideration for the vacancy will be based on seniority. Nothing contained herein shall limit the rights reserved to the Employer under Article VI.

D. The successful bidder shall receive a trial period of thirty (30) work days on his/her new assignment. Upon written notice to the employee and the Association, the employee shall be entitled to an additional trial period of thirty (30) work days. Such employee shall be compensated at the rate of pay of his/her new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his/her old rate step. Effective February 1, 1998 Post and Bid Procedures shall not move successful bidders into the multiple maximums (C, B or A). Promotions that were effective prior to February 1, 1998 require movement into the multiple maximums (C, B or A) if the successful bidder was at the highest numbered step of his/her column at the time of promotion. Instances where such guide movement did not occur shall be time barred from the grievance procedure as of July 1, 1999.

E. The Association and the employee shall be kept advised of the progress or lack of progress made in learning the new assignment. If the employee fails to successfully meet these requirements within the probationary period, he/she shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification.

F. Where a job vacancy occurs, which vacancy is brought about as a result of a retirement the notice of vacancy shall be posted thirty (30) calendar days prior to the date of retirement. Such posting of a notice shall be only required where notification of retirement to the Employer will allow sufficient time to the Employer to meet the posting requirements.

ARTICLE XIX JOB CLASSIFICATION SHEETS

A. The Employer will prepare and make available to the Association Job Classification Sheets defining the principal functions of each job classification covered by this Agreement and any classification coming under this Agreement.

B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Association a job classification sheet for discussion and for the purpose of negotiating a rate. The Association may recommend changes in the classification sheet but the Employer in no way is obligated to accept these recommendations.

**ARTICLE XX
HOURS OF WORK
(EXCEPT BUS ATTENDANTS)**

A. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.

B. Schedules other than Monday through Friday may be established in "community schools", which are operated on a seven (7) day per week basis, at the regular wage rates. Prior to establishing these schedules, the Association and the Employer shall discuss these schedules.

C. The normal hours of work for employees are as follows:

<u>SHIFT</u>	<u>LUNCH</u>
7:00 a.m. - 4:00 p.m.	(1 hour)
8:00 a.m. - 5:00 p.m.*	(1 hour)
8:00 a.m. - 4:30 p.m.	(1/2 hour)
9:00 a.m. - 6:00 p.m.	(1 hour)
9:30 a.m. - 6:30 p.m.	(1 hour)
11:00 a.m. - 8:00 p.m.**	(1 hour)
2:00 p.m. - 11:00 p.m.**	(1 hour)
11:00 p.m. - 7:00 a.m.***	(no lunch)

* Except Friday hours are 9:30 a.m. to 6:30 p.m.

** Extra hourly rate compensation to employees when these hours are worked as follows:

effective July 1, 2009-\$0.67
effective July 1, 2010-\$0.70
effective July 1, 2011-\$0.74

*** Extra hourly rate compensation to employees when these hours are worked as follows:

effective July 1, 2009-\$0.87
effective July 1, 2010-\$0.91
effective July 1, 2011-\$0.95

D. The Employer agrees to guarantee an employee a minimum of one-half (1/2) hour lunch period whenever an employee is required to work fourteen (14) consecutive hours.

E. The Employer agrees to guarantee an employee a minimum of one-half (1/2) hour work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

F. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

G. Multi-Purpose Bus Attendants shall work eight (8) hours per day. Employees shall report to their cafeteria assignment thirty (30) minutes after signing out at the bus lot after their morning run (15 minutes break and 15 minutes travel time). Employees shall be entitled to a thirty (30) minutes unpaid lunch period to be scheduled during the time they are assigned to a cafeteria (lunch time may be scheduled at the end of the cafeteria assignment). Employees shall report to their bus assignment for the afternoon thirty (30) minutes after signing out of the cafeteria (15 minutes break and 15 minutes travel time) unless they have not been given a lunch break and in that case they shall report to their bus assignment one (1) hour after signing out of the cafeteria (30 minutes unpaid lunch, 15 minutes break and 15 minutes travel time). Work hours shall be 7:30 a.m. - 4:00 p.m. The work year of a multi-purpose bus attendant shall be a maximum of 180 days.

ARTICLE XXI RATES OF PAY

A. 1. The salaries of personnel covered by this Agreement will be adjusted as set forth in the attached schedules which are made a part of this Agreement to be payable on a pro rata basis in accordance with Article XXIV (Pay Day).

2. Custodians who receive additional approved training will qualify for movement to the L/SK/AC guide. Details will be mutually developed by the EEA and the Board.

B. Bus Drivers and Bus Attendants working an eleven (11) month schedule shall receive 1.10 times the appropriate step and column of the ten (10) month salary guide. Any driver employed as of June 1, 2002 who does not elect the eleven (11) month schedule will be grandfathered as a ten (10) month employee. For the purpose of pension credit for the eleven (11) month position, the Board will allow twenty-four (24) salary pay periods for the eleven (11) month position.

C. Employees who reach their 15th, 20th, 25th, 30th or 35th year of Elizabeth experience as of June 30th of each contract year shall receive an additional adjustment per employee. This additional adjustment shall be incorporated into each employee's base salary. Employees who work six and one-half (6 1/2) hours per day or more shall receive the entire adjustment. Employees working fewer than six and one-half (6 1/2) hours per day shall receive a pro-rated adjustment.

It is understood and agreed to that July 1st of each succeeding year constitutes the anniversary date when all future adjustments will be recognized.

<u>Years of Service</u>	<u>Longevity Adjustment</u>
15	\$ 750 (effective July 1, 2007)
20	\$ 1,000
25	\$ 1,750
30	\$ 2,500
35	\$ 3,250(effective July 1, 2006)

D. ESP Career Academy

1. A committee comprised of members appointed by the Association President and the Superintendent shall meet to make recommendations to the Board of Education for the purpose of establishing a system whereby ESP employees would be compensated for successfully completing Career Development Programs, Seminars and Workshops and College Credits through the NJEA ESP Career Academy.

ARTICLE XXII WORKING AT DIFFERENT RATES (EXCEPT BUS ATTENDANTS)

An employee assigned to a classification with a higher rate of pay shall be paid the following additional per diem compensation:

Effective July 1, 2009	
Fewer than four (4) hours per day	\$5.68
More than four (4) hours per day	\$11.66
Effective July 1, 2010	
Fewer than four (4) hours per day	\$5.94
More than four (4) hours per day	\$12.19
Effective July 1, 2011	
Fewer than four (4) hours per day	\$6.20
More than four (4) hours per day	\$12.74

Pre-K Runs

Whenever a bus driver on the Pre-K runs is absent for two (2) or more consecutive weeks, that driver shall be replaced by a driver from a regular run on a seniority basis with the most senior driver having the right of first refusal through the least senior driver on a rotating basis. Compensation shall be per Article XXII.

ARTICLE XXIII PREMIUM PAY

A. The Employer agrees to pay premium wages of one and one-half (1 1/2) times the straight time hourly rate for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.

2. All hours spent in the service of the Employer prior to the scheduled starting time.

3. All hours spent in the service of the Employer following the scheduled quitting time.

4. All hours spent in the service of the Employer on any Saturday or Sunday.

5. All hours spent in the service of the Employer on any holiday in addition to eight (8) hours straight time holiday pay.

B. Opportunity to earn premium pay shall be rotated with intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

C. During winter months, when employees are required to come in and heat the building, they shall be given at least three (3) hours of work.

ARTICLE XXIV PAY DAY

A. Employees will be paid earnings by check bimonthly on the 15th and the last working day of the month.

B. Employees will be paid during working hours.

C. When payday falls on a holiday, then the preceding day will be payday.

D. The Employer shall make its best effort to implement the summer payment plan and direct deposit plan by July 1, 1994.

**ARTICLE XXV
HOLIDAYS
(EXCEPT BUS ATTENDANTS)**

A. Employer agrees to pay each employee eight (8) hours pay without working for each holiday.

B. Holidays will coincide with days on which school and administrative offices are to be closed. These days are those listed in the school calendar adopted annually by the Employer.

C. In the event that a holiday named in this Agreement falls during an employee's vacation period, then such employee shall enjoy an additional day's vacation with pay.

**ARTICLE XXVI
VACATIONS
(EXCEPT BUS ATTENDANTS)**

A. Vacation entitlement shall be based on the employee's total employment seniority accrued to June 30th.

B. Vacation pay shall be based on forty (40) hours straight time pay for the employee's classifications.

C. Employees are entitled to the following vacation days:

1. One (1) vacation day for each month worked during the fiscal year prior to July 1st, but not to exceed seven (7) days;

2. Ten (10) days after the first complete fiscal year;

3. Twelve (12) days after five (5) years;

4. Fifteen (15) days after six (6) years;

5. Twenty (20) days after twelve (12) years;

6. Effective July 1, 1994, twenty-one days (21) after fifteen (15) years;
and

7. Effective July 1, 1994, twenty-two (22) days after eighteen (18) years.

D. Vacation schedules shall be posted by June 1st each year.

Preference for selection shall be awarded to employees in the order of greater total employment seniority within each work group. Vacation days shall be granted so that the employee is allotted the contractual number of days after having completed the requisite number of fiscal years. All days must be first earned and subsequently used. For example, an employee hired effective January 1, 1990 would have earned vacation days in the following manner.

<u>Date Effective</u>	<u>Fiscal Years</u>	<u>Vacation Days</u>
January 1, 1990	Partial	6
July 1, 1991	1	10
July 1, 1995	5	12
July 1, 1996	6	15
July 1, 2002	12	20
July 1, 2005	15	21
July 1, 2008	18	22

ARTICLE XXVII SICK LEAVE

A. Employees shall be entitled to sick leave for which absence may be allowed without loss of salary to the extent and in the manner following:

EMPLOYEES OTHER THAN BUS ATTENDANTS

1. Ten (10) days allowed per year during the first three (3) years of employment.
2. Fourteen (14) days allowed per year during the fourth (4th) and subsequent years of employment.

BUS ATTENDANTS

3. Bus attendants shall be entitled to twelve (12) days annual sick leave per year.

ALL EMPLOYEES EXCEPT AS NOTED

4. Unused sick leave days shall be accumulated in accordance with the law. Full salary shall be paid such accumulated days in case of absence due to prolonged illness or disability, when properly certified by an attending physician or physicians.

5. Physical examinations of the employee may be required subject to the prescriptions of N.J.S.A. 18A:16-20.

6. Effective July 1, 2002

All employees upon resigning from the district for retirement from the pension fund shall be paid for unused sick leave as follows:

Rate per day		
Days	Custodians/Drivers	Bus Attendants
16-50	\$20.00	\$20.00
51-100	\$26.25	\$22.50
101-150	\$33.32	\$26.66
151-200	\$40.63	\$31.25
201 and more	\$60.00	\$45.00

Each rate per day shall be separate and distinct and apply to the total number of unused sick leave days as in the following examples: A custodian/driver with forty-nine (49) days shall receive nine hundred and eighty dollars (\$980.00). A custodian/driver with one hundred and forty-nine (149) days shall receive four thousand nine hundred and sixty-four dollars and sixty-eight cents (\$4,964.68). These examples by way of illustration also apply to the bus attendants who have a different rate per day.

7. An employee shall be given a tally of the number of sick days to which he or she may be entitled at the beginning of each school year.

B. ABSENCE PROCEDURE

1. All absentees shall sign statements giving the causes and dates of absences. The signed statement shall be sent to the Secretary-School Business Administrator's office with the proper payroll receipt.

2. Employees, except bus attendants, who have been ill for three (3) or more consecutive days or who have been out ill the day before or the day after a school holiday are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to their duties.

3. Bus attendants who have been out ill for three (3) or more consecutive days are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to their duties. Employees who have been out ill only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator shall determine the validity of such absence by its standards.

C. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed or under tenure in the previous school year by the Elizabeth Board of Education.

D. EXCEPT BUS ATTENDANTS

Notwithstanding any language to the contrary, whenever there exists an emergency snow closing of schools which occurs on the first day of absence of an employee due to illness, the Employer shall require a physician's certificate attesting to the employee's illness to be produced upon returning to work in order for the employee to receive sick pay allowance.

E. Attendance Incentive Compensation: Employees who are absent zero (0) days in a school year will receive compensation in the amount of one thousand dollars (\$1,000.00).

All employees who are absent from one (1) to three (3) days will receive three hundred dollars (\$300.00) as compensation.

Absences for the following reasons will not be counted as part of attendance for this incentive compensation:

1. Military service
2. Jury duty
3. On the job injury
4. Bereavement Leave
5. Vacation
6. Association Business

F. Attendance Incentive

1. This compensation shall be made on a pro rata monthly basis. For example, a ten (10) month employee hired October 1 shall receive nine-tenth's (9/10's) of the appropriate compensation. This formulation shall apply to eleven (11) and twelve (12) month employees as well.

2. The compensation shall be awarded only to persons employed by the district as of February 1 of the relevant school year.

G. SNOW REMOVAL (effective July 1, 2001)

When the Administration Building is closed for inclement weather, custodians reporting for work shall receive time and a half (1 1/2) overtime pay. Other custodians will receive their regular day's pay.

If the Administration Building is open, custodians of this unit shall be required to work without extra compensation due to inclement weather.

At all times the head and acting head custodians shall be responsible for proper snow removal at their buildings.

Replaces the district snow crew with building snow crews.

ARTICLE XXVIII PERSONAL DAYS OF ABSENCE

A. Employees may be permitted up to two (2) personal business days per year. Personal business days are days that require the employee's absence for personal, legal, or family business which cannot be accomplished on other than school hours. An employee who wants to use a personal day shall submit his/her request to the Director of Plant, Property and Equipment. The request shall be submitted reasonably in advance of the date requested and shall include the reason why the personal day is needed. Payment for an absence classified as "personal business" shall be subject to review and approval by the Secretary-School Business Administrator, which shall not be unreasonably denied. If an emergency does not permit advance notice, the employee shall give notice of his/her absence in accordance with the district procedures and shall give the reason for the absence upon return to the district. Any unused personal business days shall be accumulated as additional sick days.

B. Employees shall be allowed not more than one (1) day with pay for serious illness of a member of an employee's family which requires the personal attention of the employee.

ARTICLE XXIX HEALTH CARE INSURANCE PROGRAM (EMPLOYEES WORKING 20 HOURS OR MORE)

A. Employees working 20 hours or more per week and their dependents shall be covered with health care insurance provided by the School Employees Health Benefits Plan.

1. The Employer agrees to pay the full premium cost of these benefits.
2. The Employer reserves the right to change the insurance carrier provided and the benefits are equal to or better than the benefits provided by the School Employees Health Benefits Plan.
3. Health Insurance waiver of \$2,000 annually per P. L. 2010 chapter 2.

B. Employees working 20 or more hours per week and their dependents shall be covered with a prescription plan. The selection of such plan is to be by mutual agreement between the parties, and the Employer agrees to pay the premium cost of the plan. The employee shall be responsible for the following co-payment:

Generic Drugs.....	\$3.00
Non-Generic.....	\$6.00
Mandatory Mail Order.....	\$0.00
(21 or more days supply)	

An employee and his/her dependents must use mail order for a prescription supply of 21 days or more. There shall be no prescription premium cap.

C. Employees working 20 hours or more per week and their dependents shall be covered by dental insurance. This coverage shall be limited to those employees who have at least one (1) year or more of continuous service in the district. The Employer shall pay the premium cost of the dental plan, and there shall be no premium cap. Effective July 1, 1994, the following deductibles shall apply:

Single.....	\$30.00
Family.....	\$90.00
Effective July 1, 2006 the annual dental maximum shall be two thousand dollars (\$2000.00).	

D. Effective February 1, 1999 the Board of Education shall provide for each employee working 20 or more hours per week a family Vision Care Plan fully paid for by the Board. Service frequency shall be examination - 12 months, lenses - 24 months, and frames - 24 months. Copay amounts shall be \$10.00 for the examination and \$10.00 for materials.

ARTICLE XXX GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System or the Teacher's Pension and Annuity System, whichever is applicable.

ARTICLE XXXI SPECIAL LICENSES (EXCEPT BUS ATTENDANTS)

A. The Employer shall pay the fee for the grant of renewal of any special license which the employee is required by Law to have in the performance of the duties and responsibilities covered by his/her job classification.

B. The Employer shall provide a Two Hundred Dollar (\$200.00) salary adjustment to the fireman in charge at the Elizabeth High School holding a low pressure boiler license, only while employed in this classification. Payment shall be monthly at the rate of Sixteen Dollars and Sixty-Six Cents (\$16.66).

The Employer shall provide a Two Hundred Dollar (\$200) salary adjustment to the fireman working at Cleveland/Holmes Middle School who holds a high pressure boiler license (Blue Seal License) only while employed in this classification. Payment shall be paid monthly at the rate of Sixteen Dollars and Sixty-Six Cents (\$16.66) per month.

C. The Employer shall provide a One Thousand Dollar (\$1,000.00) salary adjustment to the firemen working at Cleveland/Holmes Middle School who hold a high pressure boiler license (Red Seal License) only while employed in this classification. Payment shall be monthly on a pro rata basis.

D. The salary adjustments referred to in B and C are in addition to the general and incremental increases referred to in Article XXI.

ARTICLE XXXII EXTENDED LEAVE

A. No employee shall be granted a leave of absence until the employee has served three (3) calendar years from the date of annual appointment or become tenured except for employees requesting leave of absence for service in the military forces of the United States.

B. MATERNITY/CHILD CARE LEAVE

1. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

2. The Board shall not remove any tenured employee from her regular duties during her pregnancy or a non-tenured employee during those months of her pregnancy which occur during the work/school year for which she has contracted unless her performance has substantially declined or her health would be impaired if she were to continue in her employment.

3. The Board shall grant leave for pregnancy/child care to any employee wishing to return within a school year in which her leave commences. The child care portion of the leave shall be unpaid.

4. The Board shall grant leave for pregnancy/child care to any tenured employee or other employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment wishing to return at the beginning of any of the two (2) school years following the year in which leave commences.

5. The Board shall not bar any employee from returning to work after the birth of her child solely on the grounds of a prescribed lapse of time between birth and the desired return date.

6. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.

7. Similar leaves of absence shall be granted to any employee at the inception of child custody or at the time of adoption.

C. The Board may grant a leave of absence for up to one (1) year without pay to a tenured employee or other employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment to care for a seriously ill member of his/her immediate family.

D. 1. All benefits to which an employee was entitled at the time his/her leave of absence commenced including unused accumulated sick leave shall be restored upon his/her return.

E. All extensions or renewals of leave shall be applied for in writing. Approval or rejection shall be given in writing.

ARTICLE XXXIII LEAVE OF SHORT DURATION

A. JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify the Employer.

2. An employee who is excused from Jury Duty service on any day shall report for work on such day.

3. An employee shall not be required to report back to work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.

4. The Employer agrees to pay the employee an amount, in addition to Jury Duty Service Fees, sufficient to guarantee no loss in wages on account of such absence from work.

B. FUNERAL LEAVE

1. Five (5) days of leave will be permitted for each death in the immediate family of an employee. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandchildren.

2. Three (3) days of leave shall be granted in the case of the death of a grandparent or grandparent-in-law.

3. To be entitled to funeral leave, the death must occur within the employee's regular work year and shall commence on the next paid day following the date of death.

4. Death of a near relative or close associate - one (1) day.

ARTICLE XXXIV MILITARY SERVICE

A. Employees enlisting or entering the Military or Naval Service of the United States pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

B. Upon return from Military Service Leave, an employee shall resume all his/her former employment service credits together with such improvements as he/she would have gained had he/she not entered Military Service, so that in no event will his/her employment service credit status be less than that provided by applicable government laws and regulations.

ARTICLE XXXV UNIFORMS (EXCEPT BUS ATTENDANTS)

The Employer shall provide and maintain uniforms at no cost to the employee. Female bus drivers shall receive slacks and blouses.

ARTICLE XXXVI SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

ARTICLE XXXVII COMPENSATION CLAIMS

In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such job injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.

Any employee who has returned to his/her regular duties after such a compensable injury who is required by the workman's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE XXXVIII SEPARABILITY AND SAVINGS CLAUSE

A. If any article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of such Supplements or Riders thereto, or the applicable of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Association for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restrain.

ARTICLE XXXIX BUS ATTENDANTS

A. Bus attendants shall be employed on ten a (10) month basis and shall be paid in twenty (20) equal semi-monthly payments. Those attendants employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly payments.

B. When a payday falls on or during a school holiday, vacation or weekend bus attendants shall receive their paychecks on the last previous working day.

C. Bus attendants shall receive their final checks on the last working day in June or July whichever is appropriate for their schedules.

D. No bus attendant shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided that such pins or other identification are reasonable in size and not disruptive to the work place.

E. A new full time position shall be created at eight (8) hours per day, with an additional one (1) hour lunch without pay, combining Bus Attendant/Food Service Worker. These employees shall work approximately 4.5 hours as Bus Attendants and 3.5 hours as Food Service Workers. Current Bus Attendants shall have a choice as to whether they want to remain a Bus Attendant or be promoted to the eight hour position. Future new employees shall only be hired in the combined position.

F. Multipurpose bus attendants may be directed by the administration to perform general office work or work assisting classroom teachers on a temporary, short term basis. They are not expected to assume the duties of these other positions or replace them.

ARTICLE XL EVALUATION

Custodians

The building principal shall evaluate the custodians twice per year once prior to December 1 and once prior to May 15. The principal shall sign the evaluation. The principal shall make any required recommendations as a result of the evaluation. The principal shall tour the building twice per year to inspect the school immediately prior to the written evaluation.

Warehouse Employees

A. The Board of Education shall establish a policy for the purpose of evaluating the employees of the warehouse. Said policy shall at least contain the criteria for evaluation, the form to be used, and reference the following procedures. Each employee shall receive a copy of the above-described policy no later than July 1, 2009.. Thereafter only newly hired employees shall receive a copy and at least one (1) copy shall be available at the warehouse for review and consultation by the employees. Employees shall not be unreasonably denied subsequent copies for their own use at Board expense.

There shall be two (2) annual written evaluations, once prior to December 1 and once prior to May 15, procedures for which are as follows:

a) The employee and the evaluator shall meet to discuss the employee's performance pursuant to Board policy. No later than ten (10) days after this meeting the employee shall receive a review copy of the proposed written evaluation.

b) Within three (3) to five (5) working days after receipt of the review copy the employee and the evaluator shall meet in a conference to discuss the written evaluation. At this conference the evaluator shall explain the meaning of each assessed criteria as well as any other narrative or data pertinent to the employee's evaluation. The employee and the evaluator may mutually agree to make any changes in the written evaluation.

c) The employee and the evaluator shall sign and date the final written evaluation. The employee's signature only acknowledges that he or she has seen the final evaluation and has had an opportunity to discuss the contents. The employee shall receive a copy of the signed evaluation.

d) An employee shall have a right to respond in writing to the evaluation within ten (10) working days after receiving a copy of the evaluation. The written response shall be attached to the evaluation and made part of the employee's personnel file.

ARTICLE XLI TARDINESS AND ATTENDANCE

A. Board of Education attendance policy 4151.21 revised September 4, 2007 shall be applied to all bargaining unit employees. The policy defines a) attendance review procedures; b) movement on the salary guide for the subsequent year; c) assessment for tardiness.

B. Section III-G of policy 4151.21 shall be modified to include the following language:

"All paid time shall count towards movement on the salary guide. With the exception of family and medical leaves taken by the employee pursuant to the New Jersey Family Leave Act and the Federal Family and Medical Leave Act, unpaid leaves of absences shall not count for movement on the salary guide."

Elizabeth Public Schools
Elizabeth, New Jersey 07207
Regulation

File Code: 4151.21
 Monitored
 X Mandated
 X Other Reasons

Elizabeth Public Schools District Attendance Policy Staff Attendance Improvement Plan

Daily attendance is essential in contributing to the success of our District's Mission Statement. The assurance that all students are provided with meaningful, well-organized, and excellent educational experiences and services, require not only the presence of the regularly assigned teachers, but also the daily presence of all certified and non-certified staff. The absence of any Elizabeth Public School employee adversely affects the sequence of instruction, as well as disrupts the daily work schedules of all District operations.

Therefore, the Elizabeth Board of Education hereby adopts this regulation to improve employee attendance in the District.

The following Staff Attendance Improvement Plan shall be implemented by all administrators and shall be reviewed with both the certified and non-certified staff

The Principal or Administrator shall require all absentees to sign a Statement Covering Employee's Absence (Exhibit 4151-A) giving the causes and dates of absences.

I. The Principal or Administrator shall require employees, who return from being out ill for three (3) or more consecutive days, to submit a fully completed District Medical Certificate (Exhibit 4151-B) as to the nature of the illness and verifying that they are physically able to return to work, with no restrictions in the performance of their duties.

II. The Principal or Administrator shall require employees to submit a completed District Medical Certificate after six (6) days of consecutive absences for sickness and shall continue to require the District Medical Certificate to cover the term of the employees' prospective or continued illness.

III. Definitions (Intermittent and Long Term Absences refer to sick days only):

Intermittent Absence: Absent for one (1) to five (5) days—whether consecutive or non-consecutive days

Long-Term Absence: Absent for six (6) consecutive days or more

School Year: July 1st to June 30th

A. After the sixth (6th) day of intermittent absence, or one (1) long term absence, the Principal or Administrator will initiate a conference to demonstrate an interest in the welfare of the staff member, remind them that his/her attendance will be closely monitored, and document that said conference was held.

B. After the eighth (8th) day of intermittent absence, the Principal or Administrator will initiate a conference with the staff member, demonstrate an interest in the welfare of the staff member, and inform him/her, that on the next day (9th) of intermittent absence, the school administrator will submit a letter to the Superintendent of Schools. See Step III-C.

C. On the ninth (9th) day of intermittent absence, the Principal or Administrator will forward the letter, (Exhibit 4151-C) mentioned in Step III-B, to the Superintendent of Schools recommending the implementation of the following procedures:

1. Review of absentee's current absence record
2. Review of absentee's past absence record
3. Review of the underlying reasons for each intermittent/long-term absence, considering its impact on the continuity of education or services, and the validity of the reasons for the absence
4. Recommendation, with support data, whether future action is necessary in light of 1, 2, and/or 3

Please note: Any staff member may be subject to attendance review by Central Office personnel at any time during the school year.

D. After a thorough review of the documentation and recommendation (if submitted by the administrator), as indicated in Step III C-4, a letter may be sent to the employee by the Superintendent or designee indicating that, based on the review and/or the administrator's recommendation, a conference is required at this time. If a conference is not required at this time, the employee will be notified that any additional absence(s) may result in a conference with the Superintendent or designee at a future date.

E. Employees called for a conference at this level may be subject to disciplinary action. Any future disciplinary actions, regarding attendance, will also be preceded by a conference.

F. By June 1st of each year, the Principal or Administrator will conduct a review of the attendance of his/her staff, and submit a letter to the Superintendent recommending a final review for any employee who has continued to accrue excessive absences, even if this employee was already subject to a review during the same school year. This may result in a letter of reprimand being placed in an employee's personnel file or other disciplinary action.

G. After being absent more than the allotted amount of time designated below, employees will undergo a review of their absences to determine if their next year's salary will remain on the same step on the salary scale for the following school year.

Designated allotted time:

- Ten-month employees who have been absent for the equivalent of five (5) months or more
- Eleven-month employees, who have been absent for the equivalent of five and one-half (5 ½) months or more
- Twelve-month employees who have been absent for the equivalent of six (6) months or more

IV. Each school/department within the Elizabeth Public Schools will establish a committee which will recommend procedures for the improvement of staff attendance.

V. All Principals or Administrators will recognize staff members who have achieved perfect attendance by issuing a letter of commendation and placing a copy of said letter in the individual's personnel file.

VI. The Superintendent of Schools will annually submit to the Board of Education the names of the Elizabeth Public Schools' staff members who have achieved perfect attendance the preceding school year.

VII. The Board of Education will officially acknowledge those members of the Elizabeth Public Schools who have achieved excellence in attendance.

VIII. The Board of Education will implement an Attendance Incentive Program, effective July 1, 2006, in accordance with the agreement between the Elizabeth Board of Education and the Elizabeth Education Association.

Absences for the following reasons will not be counted as part of attendance for this incentive program: Military Service; Jury Duty; On the Job Injury; Bereavement Leave; Vacation; Administrator-approved Professional Days.

Assessment for Tardiness

A. The accumulation of five (5) tardy marks to an assigned duty within a given school year will result in a deduction from pay of twenty-five percent (25%) of the daily salary computed at 1/200 for ten (10) month employees; 1/220 for eleven (11) month employees; 1/240 for twelve (12) month employees of the employee's annual salary.

B. After the first accumulation of five (5) tardy marks in a given school year, each tardy will result in a deduction from pay of twenty-five percent (25%) of the daily salary computed at 1/200 for ten (10) month employees; 1/220 for eleven (11) month employees; 1/240 for twelve (12) month employees of the employee's annual salary.

C. Inexcusable failure to report to work will result in the forfeiture of 1/200 for ten (10) month employees; 1/220 for eleven (11) month employees; 1/240 for twelve (12) month employees of the employee's annual salary.

D. Inexcusable absence during a portion of the working day shall result in an assessment equal to the ratio of the time missed to the total time offered, times 1/200 for ten (10) month employees; 1/220 for eleven (11) month employees; 1/240 for twelve (12) month employees of the employee's annual salary.

Whether failure to perform an assigned or contracted duty is excusable or not shall be determined by the building or department administrator, or the Superintendent of Schools, in accordance with applicable Board rules. Tardiness records shall not be cumulative from one school year to the next. Records of tardiness and assessments for this, or other causes for failure to perform assigned or contracted services, will be retained in the employee's personnel file.

The Board therefore directs the Superintendent of Schools to report all cases which violate Board of Education policy and have resulted in recommendations for assessment as prescribed herein.

Date: September 12, 1991

Revised: November 16, 2006

Revised: September 4, 2007

**ARTICLE XLII
DURATION OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect from July 1, 2009 to and including June 30, 2012 when it shall expire.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____th day of _____ 2011, to be effective as of July 1, 2009.

**ELIZABETH BOARD OF
EDUCATION**

/s/ Marie Munn, PRESIDENT

Attest:

/s/ Harold Kennedy Jr., SECRETARY
Date:

**ELIZABETH EDUCATION
ASSOCIATION**

/s/ Rose Carreto, PRESIDENT

Attest:

/s/ Terrie Kennedy, SECRETARY
Date:

Custodians' Flow Chart						
08-09		09-10		10-11		11-12
						1
				1	→	2
		1	→	2	→	3
1	→	2	→	3	→	4
2	→	3	→	4	→	5
3	→	4	→	5	→	6
4	→	5	→	6	→	7
5	→	6	→	7	→	8
6	→	7	→	8	→	9
7	→	8	→	9	→	10
8	→	9	→	10	→	11
9	→	10	→	11	→	12
10	→	11	→	12	→	12
11	→	12	→	12	→	12
12	→	12	→	12	→	12

Custodians' Guide Abbreviations

W/OS: Without Seal

FC: Fireman Custodian

TKRDR: Truck Driver

HDC/ELE: Head Custodian Elementary School

HDC/M: Head Custodian Middle School

HDC/H: Head Custodian High School

GK: Groundskeeper

L: Laborer

SK: Storekeeper

AC: Acting Custodian

BUSDR12: Bus Driver 12 Months

PM: Pool Manager

BASE YEAR						
2008-09	Elizabeth (Union)					
	Custodians					
Salary Guide						
Step	W/Os	L/SK/AC	BUSDR12	PM/GK/FC	TKRDR	HDC/Ele&M&H
1	43,429	44,196	46,808	48,525	48,525	48,525
2	43,729	44,496	47,108	48,825	48,825	48,825
3	44,029	44,796	47,408	49,125	49,125	49,125
4	44,329	45,096	47,708	49,425	49,425	49,425
5	44,629	45,396	48,155	49,932	49,932	49,932
6	45,519	46,313	49,887	51,745	51,745	51,745
7	46,444	47,312	50,887	52,745	52,745	52,745
8	47,806	48,312	51,887	53,745	53,745	53,745
9	48,806	49,662	52,887	54,745	54,745	54,745
10	49,806	50,662	53,887	55,745	55,745	55,745
11	50,806	51,662	54,119	55,978	55,978	56,679
12	51,494	53,357	54,551	56,146	56,146	57,080

YEAR 1						
2009-10	Elizabeth (Union)					
	Custodians					
Salary Guide						
Step	W/Os	L/SK/AC	BUSDR12	PM/GK/FC	TKRDR	HDC/Ele&M&H
1	45,337	46,104	48,716	50,433	50,433	50,433
2	45,637	46,404	49,016	50,733	50,733	50,733
3	45,937	46,704	49,316	51,033	51,033	51,033
4	46,237	47,004	49,616	51,333	51,333	51,333
5	46,537	47,304	50,063	51,840	51,840	51,840
6	47,427	48,221	51,795	53,653	53,653	53,653
7	48,352	49,220	52,795	54,653	54,653	54,653
8	49,714	50,220	53,795	55,653	55,653	55,653
9	50,714	51,570	54,795	56,653	56,653	56,653
10	51,714	52,570	55,795	57,653	57,653	57,653
11	52,714	53,570	56,027	57,886	57,886	58,587
12	53,402	55,265	56,459	58,054	58,054	58,988

YEAR 2							
2010-11	Elizabeth (Union)						
	Custodians						
Salary Guide							
Step	W/OS	L/SK/AC	BUSD12	PM/GK/FC	TKRDR	HDC/Ele&M&H	
1	47,347	48,114	50,726	52,443	52,443	52,443	
2	47,647	48,414	51,026	52,743	52,743	52,743	
3	47,947	48,714	51,326	53,043	53,043	53,043	
4	48,247	49,014	51,626	53,343	53,343	53,343	
5	48,547	49,314	52,073	53,850	53,850	53,850	
6	49,437	50,231	53,805	55,663	55,663	55,663	
7	50,362	51,230	54,805	56,663	56,663	56,663	
8	51,724	52,230	55,805	57,663	57,663	57,663	
9	52,724	53,580	56,805	58,663	58,663	58,663	
10	53,724	54,580	57,805	59,663	59,663	59,663	
11	54,724	55,580	58,037	59,896	59,896	60,597	
12	55,412	57,275	58,469	60,064	60,064	60,998	

YEAR 3						
2011-12	Elizabeth (Union)					
	Custodians					
Salary Guide						
Step	W/OS	L/SK/AC	BUSDR12	PM/GK/FC	TKRDR	HDC/Ele&M&H
1	49,517	50,284	52,896	54,613	54,613	54,613
2	49,817	50,584	53,196	54,913	54,913	54,913
3	50,117	50,884	53,496	55,213	55,213	55,213
4	50,417	51,184	53,796	55,513	55,513	55,513
5	50,717	51,484	54,243	56,020	56,020	56,020
6	51,607	52,401	55,975	57,833	57,833	57,833
7	52,532	53,400	56,975	58,833	58,833	58,833
8	53,894	54,400	57,975	59,833	59,833	59,833
9	54,894	55,750	58,975	60,833	60,833	60,833
10	55,894	56,750	59,975	61,833	61,833	61,833
11	56,894	57,750	60,207	62,066	62,066	62,767
12	57,582	59,445	60,639	62,234	62,234	63,168

Bus Attendants/Multi Purpose Flow Chart						
08-09		09-10		10-11		11-12
						1
				1	→	2
		1	→	2	→	3
1	→	2	→	3	→	4
2	→	3	→	4	→	5
3	→	4	→	5	→	6
4	→	5	→	6	→	7
5	→	6	→	7	→	8
6	→	7	→	8	→	9
7	→	8	→	9	→	10
8	→	9	→	10	→	10
9	→	10	→	10	→	10
10	→	10	→	10	→	10

BASE YEAR**2008-09 Elizabeth (Union)****Salary Guide**

Step	Bus Att'd	Multi Pur
1	11,191	15,669
2	11,361	15,839
3	11,608	16,205
4	11,871	16,596
5	12,171	17,028
6	12,481	17,789
7	13,081	18,389
8	13,913	19,914
9	15,305	21,639
10	17,209	24,284

YEAR 1**2009-10 Elizabeth (Union)****Salary Guide**

Step	Bus Att'd	Multi Pur
1	11,414	15,892
2	11,584	16,062
3	11,831	16,428
4	12,094	16,819
5	12,394	17,251
6	12,704	18,012
7	13,304	18,612
8	14,136	20,137
9	15,528	21,862
10	17,432	24,507

YEAR 2**2010-11 Elizabeth (Union)****Salary Guide**

Step	Bus Att'd	Multi Pur
1	11,661	16,139
2	11,831	16,309
3	12,078	16,675
4	12,341	17,066
5	12,641	17,498
6	12,951	18,259
7	13,551	18,859
8	14,383	20,384
9	15,775	22,109
10	17,679	24,754

YEAR 3**2011-12 Elizabeth (Union)****Salary Guide**

Step	Bus Att'd	Multi Pur
1	11,921	16,399
2	12,091	16,569
3	12,338	16,935
4	12,601	17,326
5	12,901	17,758
6	13,211	18,519
7	13,811	19,119
8	14,643	20,644
9	16,035	22,369
10	17,939	25,014

BASE YEAR**2008-09 Elizabeth (Union)****11 Months****Salary Guide**

Step	Bus Att'd	Multi Pur
1	12,310	17,236
2	12,497	17,423
3	12,769	17,826
4	13,058	18,256
5	13,388	18,731
6	13,729	19,568
7	14,389	20,228
8	15,304	21,905
9	16,836	23,803
10	18,930	26,713

YEAR 1**2009-10 Elizabeth (Union)****11 Months****Salary Guide**

Step	Bus Att'd	Multi Pur
1	12,555	17,481
2	12,742	17,668
3	13,014	18,071
4	13,303	18,501
5	13,633	18,976
6	13,974	19,813
7	14,634	20,473
8	15,550	22,151
9	17,081	24,048
10	19,176	26,958

YEAR 2

2010-11 Elizabeth (Union)
11 Months

Salary Guide

Step	Bus Att'd	Multi Pur
1	12,827	17,753
2	13,014	17,940
3	13,286	18,343
4	13,575	18,773
5	13,905	19,248
6	14,246	20,085
7	14,906	20,745
8	15,821	22,422
9	17,353	24,320
10	19,447	27,230

YEAR 3

2011-12 Elizabeth (Union)
11 Months

Salary Guide

Step	Bus Att'd	Multi Pur
1	13,113	18,039
2	13,300	18,226
3	13,572	18,629
4	13,861	19,059
5	14,191	19,534
6	14,532	20,371
7	15,192	21,031
8	16,107	22,708
9	17,639	24,606
10	19,733	27,516

Elizabeth Miscellaneous 2008-09			
Head Custodian/EHS			72,973
Gold Seal			67,794
Red Seal			66,062
Bus Driver 10M			48,518
Bus Driver 11M			53,369

Elizabeth Miscellaneous 2009-10			
Head Custodian/EHS			75,856
Gold Seal			70,472
Red Seal			68,672
Bus Driver 10M			50,434
Bus Driver 11M			55,478

Elizabeth Miscellaneous 2010-11			
Head Custodian/EHS			78,852
Gold Seal			73,256
Red Seal			71,384
Bus Driver 10M			52,426
Bus Driver 11M			57,669

Elizabeth Miscellaneous 2011-12			
Head Custodian/EHS			81,967
Gold Seal			76,149
Red Seal			74,204
Bus Driver 10M			54,497
Bus Driver 11M			59,947